APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/765,137	01/18/2001	Lloyd Adams	JPM-052	7821

7590   04/11/2011

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EXAMINER
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ART UNIT	PAPER NUMBER
3691	

MAIL DATE	DELIVERY MODE
04/11/2011	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

-- *The MAILING DATE of this communication appears on the cover sheet with the correspondence address* --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>10 March 2011</u>.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>1,3-7 and 9-20</u> is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>1,3-7 and 9-20</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in
> section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are
> such that the subject matter as a whole would have been obvious at the time the invention was made to a person
> having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the
> manner in which the invention was made.

The factual inquiries set forth in Graham **v.** John Deere Co., 383 U.S. 1, 148 USPQ 459

(1966), that are applied for establishing a background for determining obviousness under 35

U.S.C. 103(a) are summarized as follows:

1.   Determining the scope and contents of the prior art.
2.   Ascertaining the differences between the prior art and the claims at issue.
3.   Resolving the level of ordinary skill in the pertinent art.
4.   Considering objective evidence present in the application indicating obviousness
      or nonobviousness.

Claims 1, 3-6, 14-15 and 17-20 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Riseman (US 7395239) in view of Lebda (US 6385594) in view of Norris (US 5870721).

Re claims 1 and 6: Riseman teaches a system and corresponding method for producing and

sending a loan document to a customer, the system comprising: a web-enabled customer

interface which receives loan information from the customer (col. 4, lines 37-51, fig. 1); a

network coupled to the customer interface, the network receives the loan information from the

customer interface (col. 4, line 52 through col. 5, line 17, fig. 1); a web site coupled to the

network, the web site prompting the customer to enter the loan information, receiving the loan

information and merging the loan information with a loan application form to produce a loan

application (col. 4, lines 37 through col. 5, line 17, fig. 1); a loan processor computing system

hosting the website and storing the loan application form, the loan processor computing system

receiving the loan application, automatically performing a credit check on the customer based on

the loan application, the loan processing computing system determining whether the is approved

(col. 5, lines 31-40, col. 6, lines 20-23);

Riseman does not explicitly teach multiple branch terminals configured for receiving loan

information at branch locations; a network coupled to the customer interface and the branch

terminals;

Lebda teaches the concept of multiple lenders' terminals configured for receiving loan

information at lender locations; a network coupled to the customer interface and the lender

terminals (abstract, figures).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the

invention to modify Riseman to include this step as taught by Lebda for the obvious reason of

making the loan information available to multiple lenders.

Riseman and Lebda do not teach the concept of performing a credit check by sending a loan

application to a credit approval agency; a loan forms database storing forms used in the creation

of loan documents and; a loan document creation server coupled to the loan processor computing

system and the loan forms database, wherein the loan processor computing system, upon

approving the loan application, automatically forwards the loan application to the loan document

creation server, the loan document creation server generating and sending the loan document to

the customer, based on the loan application and the accessed loan forms in the loan forms

database, the loan document creation server sending the loan document to the customer through

one of e-mail, facsimile, the network and a printer coupled to a network.

However, Riseman teaches that after the final approval of the loan, the remaining steps of the

loan process are accomplished by traditional methods (col. 7, lines 23-35). Lebda further teaches

the computer 100 dials to the credit bureau housed on computer 500 (equivalent of performing a

credit check by sending a loan application to a credit approval agency) to obtain Fair Isaac Credit

Score (Fig. 5, col. 4, lines 33-41).

Norris teaches the concept of performing credit check by sending a loan application to a credit

approval agency ("neural network 17")(col. 6, lines 8-45, fig. 1); a loan approval determination

based on credit check; and generating and sending loan agreement and related documentation to

the customer via facsimile (see at least abstract, col. 2, lines 13-15 and 35-39). Furthermore,

Norris teaches if the user has a personal computer, modem and a printer, an "electronic file of the

documents" can be transmitted to the user (col. 4, lines 61-63). Therefore, it would have been

obvious to one of ordinary skill in the art at the time of the invention to modify Riseman and

Lebda combination to include these features as taught by Norris for the obvious reason of

ensuring that the applicant is credit worthy and for speedy transmittal of all related and necessary

documents between the lender and customer which are normally accomplished by traditional

methods.

Re claim 3: Riseman teaches wherein: the network is the internet; and the customer interface is

one of a computer, a personal digital assistant, and a loan application kiosk (fig. 1).

Re claim 4: Riseman does not explicitly teach, wherein the loan document includes at least one

of a check and data relating to an electronic transfer of funds relating to the loan. However,

Riseman teaches arranging for loan payments to be made automatically by electronic funds

transfer (col. 7, lines 34-35). Norris teaches a loan documentation and electronic withdrawal

from applicant's account to repay the loan (col. 2, lines 13-15). Therefore, it would have been

obvious to one of ordinary skill in the art at the time of the invention to modify Riseman to

include these features as taught by Norris for the obvious reason of establishing repayment

method for the loan.

Re claims 5, 17-19: Riseman, Lebda and Norris combination does not explicitly teach, wherein

the loan document includes insurance information relating to the loan, a loan approval letter, a

loan promissory note, a loan contract. Official notice is hereby taken that including these

documents as part of loan documentation is old and well known. It would have been obvious to

one of ordinary skill in the art at the time of the invention to modify Riseman, Lebda and Norris

combination to include these documents for the obvious reason of providing the applicant with

all the necessary documents regarding the loan as may be required by law.

Re claims 14-15: Riseman, Lebda and Norris combination teaches wherein the loan application

is received by the loan processor computing system before the loan document is generated;

wherein the loan application is produced before the loan document is generated (see claims 1 and

6 analyses, supra).

Re claim 20: Riseman, Lebda and Norris combination does not explicitly teach verifying a

customer account by sending a test transaction; and sending funds to a customer account after the

customer account is verified. Official notice is hereby taken that this concept is old and well

known. It would have been obvious to one of ordinary skill in the art at the time of the invention

to modify Riseman and Norris combination to include this feature for the obvious reason of

verifying the customer account by allowing the lender to ensure that the account to which money

is deposited actually belongs to the customer, thereby preventing fraud or error.

Claims 7-13 and 16 rejected under 35 U.S.C. 103(a) as being unpatentable over Riseman,

Lebda and Norris as applied to claims 1-6, 14, 15 and 17-19 above, and further in view of Cohen

et al (USPN 5740035).

Re claims 7 and 13: Riseman, Lebda and Norris teach all the claimed limitations as discussed

above with respect to claims 1-6, 14, 15 and 17-19. Riseman, Lebda and Norris do not explicitly

teach analyzing the received loan information for completeness and prompting the customer if

the received loan information is incomplete; sending a check to the customer, the check

corresponding to the loan contract, receiving the check and cashing a check whereby cashing the

check indicates acceptance by the customer of the terms listed in the loan document, checking

the validity of the check. However, Riseman and Norris both teach electronic transfer of funds.

Furthermore, Lebda teaches a validation check to make sure that the application is complete and

correct (col. 3, lines 6-9).

Cohen teaches the concept of analyzing received information for completeness and prompting the user if the received information is incomplete (col. 4, lines 22-31). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Riseman and Lebda to include this prompting the user when the received information is incomplete for the obvious reason of ensuring that all information necessary to process the application are received. Official notice is hereby taken that substituting EFT for a physical check and cashing the check to indicate acceptance by the customer of the terms listed in the loan document, checking the validity of the check and verifying the customer account by sending a test transaction are old and well known.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Riseman in view of Lebda in view of Norris to include these features. One would have been motivated to do so in order to allow the customer to receive the funds and accept the loan by cashing the check.

Re claim 9: Riseman teaches wherein receiving loan information includes receiving the loan information over a network (fig. 1).

Re claim 10: Riseman teaches wherein: the network is the Internet; and receiving loan information includes receiving loan information from the customer through one of a computer, a personal digital assistant, and a loan application kiosk (fig. 1).

Re claims 11 and 12: Riseman and Norris combination teaches, wherein the sending of the loan

document includes sending the loan document to the customer through one of e- mail, facsimile,

the network, a first printer coupled to the network, another network, and a second printer coupled

to the another network (see claims 1, 6 and 14-15 analyses, supra).

Re claim 16: Riseman and Norris combination teaches wherein the loan information is received

before the loan document is generated (see claims 1 and 6 analyses, supra).

Response to Arguments

Applicant's arguments filed 3/10/2011 have been fully considered but they are not

persuasive.

Applicant argues that Riseman and Norris fails to teach merging loan information with

loan application foam to produce a loan application and performing credit check by sending the

loan application to a credit approval agency. Applicant requests that Examiner identify (a) loan

information, (b) loan application form, and (c) loan application as required in claim 1. In

response, the loan information is the information provided by the applicant, the loan application

form is the web form the is accessed via the lender's web site, and the loan application is the

completed loan form after the applicant enters data and is stored in a database (electronic loan

application)(col. 5, lines 23-25).

Applicant also argues that MSS performs all the processing steps, thereby eliminating the

need to forward the "loan application". However, one of ordinary skill in the art would recognize

the advantage of sending the application to a credit agency (another application or processor) for

determining whether the customer should receive a loan based on the credit report rather than having the MSS take that decision. Such advantage includes splitting various tasks that is performed by one application (MSS) between multiple applications for faster processing and decision making.

Examiner admits that Riseman does not explicitly teach that the system performs a credit check by sending the "loan application" to a credit approval agency. However, Norris teaches this concept (see col. 6, lines 8-45, fig. 1). Applicant admits that Norris sends the "applicant's name, address and social security number to the credit bureau". Applicant asserts that the instant specification describes the claimed process, which differs from merely sending the applicant's name, address and social security number to obtain a credit report. However, Examiner notes that the information contained in the loan application (such as applicant's income) are not described in the claims. In the absence of specific limitations defining what constitutes a loan application, the "loan application" are given the broadest reasonable interpretation.

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See In re Fine, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and In re Jones, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992).

Furthermore, Applicant argues that Norris does not send loan application to the credit bureau or approval agency. Examiner respectfully disagrees. Norris explicitly teaches that the

computer sends the "loan application" (interpreted simply as information entered by the

applicant such as name, address and social security number which are considered as non

functional descriptive material) to the credit bureau which sends a credit report to the computer

(col. 2, lines 21-27, *Information about the applicant is also obtained ..... from* credit bureau

that provided credit reports on an applicant given a name, a social security number and an

address"). The computer (containing "neural network" capability) then determines whether to

approve the loan (col. 2, lines 27- 34). Examiner notes that the differences between the "loan

application" of the prior art and the claimed limitation are only rooted in content. And content is

nonfunctional descriptive material. Patentable weight need not be given to descriptive material

absent a new and unobvious functional relationship between the descriptive material and the

substrate, of which there is no evidence in the record. See In re Lowry, 32 F.3d 1579, 1582-83

(Fed. Cir. 1994); In re Ngai, 367 F.3d 1336, 1339 (Fed. Cir. 2004). See also Exparte Mathias, 84

USPQ2d 1276, 1279 (BPAI 2005) (nonprecedential) (Federal Circuit Appeal No. 2006-1103;

191 Fed. Appx. 959 (Fed. Circ. 2006) affirmed without written opinion Aug. 17, 2006).

      Examiner notes that the concept of receiving credit report or credit score from various

bureau databases (Equifax, TransUnion and Experian) requires certain data about the applicant

(such as name address social security number ("loan application")) in formats compatible with

that used by the credit bureaus. **See for example, Lent et al (US 6405181) at fig. 1, col. 1, lines**

31-65 and col. 2, lines 4-10 for background information on how this is done.

      Applicant further argues that Riseman and Norris fail to teach a loan form database

storing forms used in the creation of loan documents; and a loan document creation server

coupled to the loan processor computing system and the loan forms database, wherein the loan

processor computing system, upon approving the loan application, automatically forwards the

loan application to the loan document creation server, the loan document creation server

generating and sending the loan document to the customer. Specifically, Applicant asserts that

Norris provides these documents to the customer using traditional methods outside of the closed

loop automated process. Examiner respectfully disagrees. Norris explicitly teaches that the term

" "closed loop" means that **all** the steps involved in loan processing, including the steps of

transferring the funds to the borrower and arranging for repayment as well as completing the

loan application and underwriting it can be done without human intervention" (col. 2, lines 3-7).

Norris further teaches that electronic file of loan documents can be transmitted to the borrower

(col. 4, lines 61-63). Therefore, Norris inherently teaches that the aforementioned limitations are

an integral part of the "closed loop" process.

Applicant further argues that the form is selected from a plurality of forms. Examiner

asserts that the specification has no support for this limitation. Examiner interprets the plurality

of forms to be plurality of web pages that the all applicants need to complete to create an

application.

Applicant also argues that Lebda fails to teach multiple branch terminals configured for

receiving the loan information at branch location. Examiner respectfully disagrees. Examiner

interprets plurality of lending institution as "branch locations" and the transmission of data that is

received by the plurality of lending institutions via the Internet implicitly includes terminals

(equivalent of "branch terminals") for receiving such data.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to OLABODE AKINTOLA whose telephone number is (571)272-3629. The examiner can normally be reached on M-F 8:30AM -5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR

system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would

like assistance from a USPTO Customer Service Representative or access to the automated

information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Olabode Akintola/
Primary Examiner, Art Unit 3691